

# Zip Line Participation Waiver and Release Form

This form must be signed by all participants prior to going on the Mt. Holiday, Inc Zip Line Tour activity. If the participant is a minor, at least one parent or guardian must also sign as evidence of their agreement to these terms and conditions on their own behalf and on behalf of the minor. The person who is participating in the Mt. Holiday Inc Zip Line Tour activity or any other event or program with Mt. Holiday, Inc shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that participating in a Zip Line Tour activity, walking, hiking, climbing on steps and slopes, zipping, traveling to and from the activity site (hereinafter referred to as the "Activity") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.

I, the undersigned participant, acknowledge that I have voluntarily applied to participate in the ACTIVITY operated by Mt. Holiday, Inc. Zip Line Tours, which is a physically demanding and hazardous activity. I do not have any medical condition which might create an unsafe risk to me or others who are participating in this activity with me. I have also read and understand the participant requirements.

## 1. Acknowledgement of Risks:

I understand that the Activity may expose participants to certain risks which cannot be avoided. The activity requires moderate physical exertion and is conducted at varied heights. Among the hazards and risks of the activities and use of the premises and equipment include but not limited to the following: falls; collisions; abrupt and possibly harmful contact with structures or objects and persons; anxieties and fears associated with heights; close contact with other people; coordination and misjudgments on the part of participants or negligence of guides; the failure of structures or equipment; and the unpredictable forces of nature. Participants may experience increased heart rate and other symptoms of anxiety and stress due to physical exertion, reliance on other participants, a fear of height, or of unprotected falling, loss of balance, coordination and misjudgments, including failure to follow procedures and instructions, physical or mental or psychological stress, fatigue, chill and /or dizziness which may diminish reaction time and increase the risk of an accident. Injuries associated with participation may include breaks, sprains, bruises, and in extreme cases, emotional upset, anxiety and even death. Participants acknowledge that the description of risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. Participants acknowledge that this activity is purely voluntary. I, the undersigned, choose to participate with full knowledge of the inherent risks in such activity.

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## 2. Assumption of Risks:

I understand that the ACTIVITY is hazardous. I am voluntarily participating in this ACTIVITY with knowledge of the dangers involved. I hereby accept any and all risks of injury or death to myself or any minor children or child of which I am a parent or legal guardian, arising out of or in any way connected with the use of the ACTIVITY, the Mt. Holiday, Inc and/or any of the affiliated organizations of Mt. Holiday, Inc.

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## 3. Release and Indemnity:

As consideration for being permitted to participate in the Activity, I hereby agree that I, my assignees, heirs, and/or as the parent/guardian of a minor participant, will release and hold harmless and not bring any claim or legal suit against Mt. Holiday, Inc Zip Line Tours, Mt. Holiday, Inc. its directors, managers, officers, agents, employees and volunteers or its affiliated organizations or the supplier of any of the equipment used in the activity ("Released Parties"), for any and all claims of injury, disability, death or other loss or damage to person or property suffered by me or my minor children or child arising in whole or in part from participation in this activity, both foreseeable or unforeseeable. In addition, I agree TO INDEMNIFY (that is, defend and satisfy by payment or reimbursement, including costs and attorney's fees) Released Parties from any claim of loss, injury or death, brought on by myself or my children or child against another co participant. These agreements of release and indemnity include loss or damage caused or claimed in whole or in part by the negligence of a Released Party, but not intentional wrongs or the gross negligence of a Released Party.

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## 4. Severability

If any provision of this agreement is held to be void or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall nevertheless be fully enforceable and unimpaired by such holding.

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**5. Additional Provisions**

I, an adult participant or the parent/guardian of a minor participant, authorizes Mt. Holiday, Inc Zip Line Tours to provide or obtain for me such medical care as it considers necessary and appropriate, and I agree to pay all costs associated with such care and transportation. Any dispute between a Released Party and participant or parent/guardian will be governed by the laws of the State of Michigan, and any mediation or suit shall take place only in that State in the County of Grand Traverse or in the Federal Court for the State of Michigan.

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6. I, on behalf of myself and any minor children or child, hereby give my permission and consent to the taking of photographs, video, or other media and agree that such material may be published and otherwise used by Mt. Holiday, Inc. Zip Line Tours for purposes it deems appropriate without compensation to myself or the child.

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7. I the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogates, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

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8. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS AGREEMENT INCLUDING MY WAIVER OF CLAIMS AGAINST MT. HOLIDAY, INC. ZIP LINE TOURS. I HAVE NOT RELIED UPON ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR ORAL.

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The Mt. Holiday, Inc Zip Line Tour activity is designed for participants in reasonably good health. Due to the nature of the tour, we reserve the right to refuse participation to anyone. The Mt. Holiday, Inc Zip Line Tour activity is operated in an isolated environment, immediate medical attention may not be available. We cannot be responsible for any valuables dropped from the tour or left in your vehicle. You must sign the Voluntary Participation Agreement Form above prior to participation.

PLEASE PRINT. Leave no lines blank. List each Participant's information individually and sign.

Participant's Name: \_\_\_\_\_

Birthdate: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ lbs.

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Relation: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Relation: \_\_\_\_\_

Medical Considerations: \_\_\_\_\_

How did you hear about us? ( ) Google / Web Search ( ) Mt. Holiday Website ( ) Facebook  
*Please check one!*

( ) Friend/Family ( ) Hotel: \_\_\_\_\_

( ) Advertisement ( ) Publication ( ) Radio

( ) Other: \_\_\_\_\_